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Current Topics.

Tributes to Lord Oxford and Asquith.

ALL members of the profession must have read with pleasure and satisfaction the generous tributes paid to the memory of LORD OXFORD AND ASQUITH in the House of Lords on the motion for an address to be presented to HIS MAJESTY praying for directions to be given for a tablet to be erected in Westminster Abbey commemorating the services rendered by that distinguished statesman to his country over a long period of years. To the majority of us LORD OXFORD AND ASQUITH comes up in memory as a statesman who, as LORD READING finely said, "had nothing small or mean in his composition, but on the whole was a grand figure of a man, very typically English in his qualities," but we of the legal profession cannot forget that before he won his spurs in the House of Commons Mr. ASQUITH had a notable career in the courts, and it is a fairly safe conjecture that had he remained loyal to his first love—the law—he might well have become Lord Chancellor, possessing, as he did, great legal knowledge and the well-balanced mind that makes for success on the judgment seat. That he was a profoundly learned lawyer is sometimes forgotten, but there is in the "Life of Lord James of Hereford" a striking illustration of his erudition which could be made available at a moment's notice. The incident occurred during the tenure of SIR HENRY JAMES of the office of Attorney-General, and when the House of Commons was sorely troubled over the question whether Mr. BRADLAUGH should be allowed to make affirmation instead of taking the oath. The Attorney-General was asked to prepare a memorandum on the history of oaths in this connection, and the task was handed on to Mr. ASQUITH. The memorandum was prepared at once and sent to Mr. GLADSTONE, who in the House next day said to SIR HENRY, "I must thank you for the magnificent statement you have sent me touching the Bradlaugh affair," to which the Attorney-General replied: "I have no personal claim to your gratitude, Mr. Gladstone, for I have not written a word of it." On being asked who was the author of the memorandum, the reply was: "A young man named Asquith." Mr. Gladstone then said: "He must have a remarkable brain, for it is a masterly document." The incident was followed by the author being introduced to the Prime Minister, and that, in due time, led to his being offered the post of Home Secretary. Those of the solicitor branch of the profession may be reminded that in his legal youth, and before success came to him, Mr. ASQUITH was for a brief period one of the lecturers at The Law Society.

Carriage of Goods by Air.

THE judgment in *Aslan* v. *Imperial Airways Ltd.* (reported in *The Times*, 12th April) contains important matter relative to the liabilities arising on a contract to carry goods by air. The question arose out of the loss of a box containing bullion handed to the defendants in Bagdad for carriage to London. Condition 9 in the consignment note provided that the goods were accepted at the owner's risk and that the carriers undertook no responsibility for loss, damage or delay caused directly or indirectly during the conveyance by aeroplane or otherwise in connection therewith. The defendants relied upon this condition and denied that they were common carriers or that they had been guilty of negligence as bailees for reward. In the course of his judgment MacKinnon, J., noted that the question to be decided was, what was the proper construction of the contract contained in the consignment note. While in general there was no reason why a carrier by air should not be a common carrier and liable on that footing, the conditions on the back of the consignment note, which the plaintiff had signed, whereby the defendants reserved the right to refuse to accept any goods for carriage and stated that they were not, and would not accept the obligations of, common carriers precluded their being liable on that footing. They were only bailees and so only liable for negligence. There was an implied undertaking to exercise reasonable care and skill to make the aeroplane fit to fly and, so far as was consistent with the nature of a flying machine, safe for the carriage of the plaintiff's goods, but there was no implied undertaking to provide a bullion room. Assuming the defendants had been negligent what, his lordship asked, would be the effect of Condition 9 above mentioned? Applying the principle laid down by Scrutton, L.J., in *Calico Printers* v. *Barclays Bank*, 36 Com. Cas. 197, the nature of the contract under consideration was such that the defendants would only have been liable for negligence in the carrying of the goods and failure to exercise reasonable care and skill to make the aeroplane fit for the carriage. And, the defendants only being liable for negligence, Condition 9, although in general words and not mentioning negligence specifically, was sufficient to protect them.

Recitals and Operative Part of Deed.

THE question how far the operative part of a deed is susceptible of control by recitals was considered in the recent decision in *Re F. D. Sassoon, deceased* (reported in *The Times*, 12th April). A testator by his will gave his residuary estate to his children in equal shares, settling each share upon trust for that child and his other issue. Each share was made liable to forfeiture in the event of the child not (within a specified period) executing a settlement of the interests received under the testator's marriage settlement and under the will of another person to the satisfaction of his (the testator's) trustees and, so far as possible, on the lines laid down in his will relating to the residuary trusts with a modification there stated. R, a child of the testator, made,

within the specified period from the testator's death, a settlement containing recitals to the effect that he was desirous of settling the interests concerned in accordance with the provisions of the will; that the settlement had been prepared to give effect to that desire; that the trustees of the will were satisfied with the settlement; that it was, so far as possible, on the lines of the settlement contained in the testator's will, and that their approval was testified by their being parties to and executing the settlement. The assignment of the interests was followed by a clause, the terms of which—as was indicated by an order made by LUXMOORE, J., in proceedings to which the Crown was not a party—contained a resulting trust in favour of R. In these proceedings, first heard by FARWELL, J., the contention that the aforesaid order (to the effect that under the terms of the settlement and in the events which had happened the corpus of the trust property reverted to R as settlor) showed that R had failed to make such a settlement as the testator had required, and had in consequence forfeited his interest under the will, was accepted, and the argument for the Crown, that only one condition had been imposed—that the settlement should be made to the satisfaction of the trustees—was negatived. The testator clearly intended that, if R died without issue, the settled property should be held in trust for his daughter (his only other child) and her issue; and that intention, manifested by the requirement that the settlement should be so far as possible on the lines of the "settlement contained in the last preceding clause" of his will, had been frustrated. The Court of Appeal upheld this decision. The Master of the Rolls quoted Lord ESHER'S words in *Ex parte Dawes*, 17 Q.B.D., at p. 286: "If the recitals are clear and the operative part is ambiguous, the recitals govern the construction. If the recitals are ambiguous and the operative part is clear, the operative part must prevail. If both the recitals and the operative part are clear, but they are inconsistent with each other, the operative part is to be preferred." In the present case both recitals and operative parts were clear. The court could not misread the words in the latter part in order to repair the settlor's mistakes. R had tried to effect the purpose revealed in the recitals and failed, and the forfeiture clause in the testator's will operated. In the result the sum of £285,941 estate duty paid by the trustees of the testator's will on R's death and estate duty paid by R's personal representative which by aggregation had been paid at the rate of 32 per cent. (instead of at 24 per cent.) and which, with interest, resulted in an additional £22,343—both sums being paid on the footing that the testator's residuary estate passed on R's death—were held to be recoverable from the Crown.

An Interpleader Decision.

IN *De Borbon* v. *Westminster Bank, Ltd.* (77 SOL. J. 285), a somewhat fine distinction was established on a point of interpleader proceedings from the case of *Richards* v. *Jenkins* (1887), 18 Q.B.D. 451. The plaintiff, ex-King Alfonso of Spain, claimed certain securities deposited with the defendant bank. These securities had been deposited by the King through the Madrid agents of the Westminster Bank. When these agents ceased to function, the mandate of the bank had been to hold the securities "to the order of the Banco de Vizcaya to the rubric of King Alfonso." "Rubric" here presumably means direction, and possibly may be adopted from a translation from the Spanish. It is certainly not a word in ordinary legal or common use, except as applied to the directions in the English Prayer Book. In the above circumstances His Majesty, after his deposition from the throne of Spain, claimed the securities from the bank. The latter, however, communicated with the Banco de Vizcaya, which also claimed the securities, as vested in the Republic of Spain. The bank interpleaded, and in the interpleader BRANSON, J., directed that the Banco should be plaintiff on the issues (*a*) That the property and rights in the security had passed to the Republic of Spain, and (*b*) That the plaintiffs were entitled to them as against the defendant. King Alfonso appealed to the Court of Appeal that issue (*a*) should be struck out as irrelevant, and succeeded. In *Richards* v. *Jenkins* it was held that an execution creditor could set up an opposition claimant's lack of title, even although the execution debtor was estopped in the circumstances from doing so. In the present case the Banco was precluded from disputing the King's title in order to establish, not their own title, but that of another not party to the action. So far as they wished or were able to establish a title in themselves as against King Alfonso, the trial on issue (*b*) would give them the proper chance of doing so. The Spanish Government no doubt would have the power to divest King Alfonso or anybody else of his property in its jurisdiction, just as the present Russian Government divested the Czar and his nobles (see 72 SOL. J. 836), or, indeed, as the English Government divested Jacobites by Bills of Attainder in the eighteenth century. Property within English jurisdiction is, however, subject to English law, and not to arbitrary decrees elsewhere. It is, of course, well known that, in the nineteenth century, certain European monarchs invested freely in Consols to secure themselves a competence in case of revolutions in their own countries.

The Finance Act, 1922, s. 20.

WE had occasion last year (76 SOL. J. 367 and 425) to publish two contributed articles relating to the effect of s. 20 of the Finance Act, 1922, on a voluntary covenant by a parent to pay or apply income to, or for the benefit of, an infant child. A reference to the section will show that income covenanted to be paid or applied by a parent to, or for the benefit of, an infant child "for some period less than the life of the child" does not escape tax as income of the covenantor; with the proviso, nevertheless, exempting "any income which is payable to or applicable for the benefit of a child during the whole period of the life of the person by whom the disposition was made." At the date of the first of our previous articles, the case of *Wiggins* v. *Trustees of F. G. M. Watson* had not been decided by Mr. Justice ROWLATT, and at the date of the second of our articles it had not yet been before the Court of Appeal. Our contributor suggested that a covenant by a parent to pay an annual sum to or for the benefit of his infant child "during the joint lives" of the parent and child did not satisfy either the condition as to the whole life of the child or the condition as to the whole life of the covenantor. For, as was suggested, such a covenant might come to an end on the death of the parent before that of the child (in which case it is not for the whole life of the child), or it might come to an end on the child predeceasing his parent (in which case it is not for the whole life of the parent). It appears, however, from the report of *Wiggins* v. *Trustees of F. G. M. Watson*, which has now reached and been decided by the House of Lords (77 SOL. J. 157), that that view is either one which is wrong or is one of which the Crown will not take advantage. This particular case involved a covenant by a father to pay an annuity of £350 "during the joint lives of himself and his son, Francis Geville Melrose Watson," with a proviso that the settlement might be revoked with the consent of any one of five named persons. The point could thus have arisen directly. But in all three courts it appears to have been argued only upon the effect of the power of revocation, which is an entirely different point. Lord BUCKMASTER, in his speech delivering the judgment of the House of Lords, observes that, on the face of it, a covenant limited for joint lives of the child and the father might appear to show that it was for a period less than the life of the child within the meaning of the section; and it appears from more than one passage in the speech, as reported in *The Times*, that the Crown were prepared to accept a limitation for joint lives of father and child as unobjectionable to the section. The point, however, appears to remain undecided, although, for practical purposes, it seems that the Crown will not take it.

Criminal Law and Practice.

AUTREFOIS ACQUIT.

In this article we propose considering whether a man can be tried twice on the same set of facts for offences which are practically the same though their legal consequences may be different. In *R.* v. *King* [1897] 1 Q.B., p. 214, it was held, where a person who has been convicted upon an indictment charging him with obtaining credit for goods by false pretences, that he could not afterwards be convicted upon a further indictment charging him with larceny of the same goods, Hawkins, J., stating: "It is against the very first principle of the criminal law that a man should be placed twice in jeopardy upon the same facts, the offences are practically the same though not their legal operation." This dictum being incompatible with more recent decisions, it is important to remember that in this particular case the prisoner had already been found guilty of obtaining credit by false pretences, which necessarily implied that the goods had passed to the prisoner with the consent of the owner, and under these circumstances it would have been inconsistent for the court to have found on a further indictment that he was guilty of larceny, which implied that the goods had passed without the consent of the owner. It would thus appear from this decision that the court merely exercised its discretion under the special circumstances of the case in not allowing a further trial for larceny, and did not lay down any principle of law that a man may not be placed twice in jeopardy upon the same facts if the offences are different.

In *R.* v. *Miles*, 3 Cr. App. R. 13, where the prisoner was alleged to have been seen by two girls taking money from the pocket of a sailor, and under these circumstances was charged in the first indictment with larceny, on which charge he was acquitted, it was held that the prisoner could be tried on a further indictment on the same set of facts charging him with being found in a public place with the intention of committing a felony under s. 7 of the Prevention of Crimes Act, 1871, Alverstone, L.C.J., stating: "It has been forcibly urged upon us that if this conviction stands, a new principle of the criminal law would be brought into practice, and that grave consequences would ensue. I must point out that it is rather late in the day to say that because there is a charge under the Prevention of Crimes Act every man is to be tried twice for the same offence. The judge has a discretion in such a matter, and if, when a man has been acquitted, he considers the acquittal should make an end of the whole case, he can express his opinion. But it is perfectly plain that in such a case as this, if the jury have given a verdict for one offence, a jury can give a verdict for another offence."

In *R.* v. *Barron*, 10 Cr. App. R., p. 81, where the prisoner was committed for trial on two indictments charging him with sodomy and gross indecency with a male, it was held that, having been acquitted of sodomy, the plea *autrefois acquit* did not apply to the further charge of indecent assault, Reading, L.C.J., stating: "The test is not, in our opinion, whether the facts relied upon are the same in the two trials. The question is whether the appellant has been acquitted of an offence which is the same offence as 'gross indecency,' i.e., whether the acquittal in the charge of sodomy necessarily involves an acquittal on the charge of gross indecency. It is quite clear that the jury could not have convicted the appellant of gross indecency at the first trial. And it is equally clear that the acquittal on the graver charge did not necessarily involve an acquittal of the minor offence," and after referring to Hawkins, J.'s, dictum in *R.* v. *King* (*supra*), states: "It is quite plain that the learned judge did not intend to lay down and did not lay down as a general principle of law that a man cannot be placed twice in jeopardy upon the same facts if the offence is different."

Again, in the recent case of *Kendrick & Smith*, 23 Cr. App. R. 1, where the prisoner was charged on two counts in one indictment, one with demanding money with menaces under s. 29 of the Larceny Act, 1916, and the other with threatening to print with intent to extort under s. 31 of the same Act, the facts being that the prisoners having obtained incriminating photographs concerning the prosecutor, threatened to send prints to various members of the prosecutor's club, and at a later date demanded money for the purpose of obtaining the negatives, it was held that notwithstanding the fact that the prisoners had been found guilty of the offence of threatening to print with intent to extort, there was nothing to prevent them from being tried again on the count of demanding money with menaces, which entailed a much heavier sentence and on which the jury had disagreed. Swift, J., dealing with the question as to what it is necessary to prove in order that an accused person may raise the plea of *autrefois acquit* states: "It is quite clear that, to enable a person to rely on that plea, the offence with which he is charged on the second occasion must be the same offence, or practically the same offence, as that with which he was charged on the first occasion. It is not enough to say that the evidence tendered on the second charge was the same evidence as that offered to prove the first charge. It is not the evidence which is material to the charge that grounds the plea, but the offence which is charged."

And lastly, in the recent case of *R.* v. *Stringer*, 77 Sol. J. 65, where a man was charged on one indictment with two counts, one of manslaughter and the other with dangerous driving under s. 11 of the Road Traffic Act, 1930, and having been acquitted of the charge of manslaughter, it was held by the Court of Criminal Appeal, consisting of five judges, that the jury were still entitled to find the prisoner guilty on the other alternative charge of dangerous driving, notwithstanding that that charge might involve as high a degree of negligence and *mens rea* as manslaughter. Hewart, L.C.J., pointed out that on the charge of manslaughter the prisoner was never in jeopardy on the charge under the Road Traffic Act, 1930, of dangerous driving, and that if there had been two separate indictments tried at separate times he could not successfully have put forward a plea of *autrefois acquit*, and further pointed out in future the desirability of having these two charges on separate indictments so as to save any confusion on the matter.

In conclusion, it would seem from the cases just quoted that, although the courts may use their discretion as to the propriety of prisoners being tried again on the same set of facts of offences that are practically the same, there seems to be now no doctrine or principle of law to prevent it being done, provided that the two verdicts are not inconsistent to one another, as explained and discussed in *R.* v. *King* (*supra*).

Costs.

CONVEYANCING CHARGES.

(*Continued from p.* 190.)

Part II of Sched. I of the General Order, 1882, deals with the costs relating to leases, and, like Pt. I, relating to sales and purchases, provides only for completed transactions. Any work connected with uncompleted transactions affecting leases must be charged in detail according to Sched. II, in the same way as work connected with uncompleted transactions affecting sales and purchases.

The scale of charges provided by Pt. II was increased by 20 per cent. in respect of the business undertaken after the 1st December, 1932, and, like business coming within the ambit of Pt. I, any business undertaken prior to that date will be charged for according to the scale, plus the addition of 33⅓ per cent., notwithstanding that part of the work will be done after 1st December, 1932.

Part II is divided into two scales. The first scale makes provision for work in connection with leases, or agreements

for leases, at rack rent, other than mining leases or leases for building purposes. The remuneration is based on a percentage of the annual rent and the following is the scale of allowances, including the 20 per cent. increase to which reference is made above: Lessor's solicitors' charges for preparing, settling and completing lease and counterpart, where the annual rent does not exceed £100—£9 per cent., but not less than £6. Where the annual rent exceeds £100 but does not exceed £500, £9 in respect of the first £100, and £3 per cent. in respect of the remainder; where the annual rent exceeds £500, the same charge as for £500, plus 24s. per cent. of the remainder of the rent. Fractions of £5 are reckoned at £5.

The lessee's solicitors' charges are one-half of the charges to which the lessor's solicitors are entitled.

Thus, if premises are let for twenty-one years at an annual rack rent of £145, then the lessor's solicitors' charges will be £10 7s., whilst the lessee's solicitors' charges will be £5 3s. 6d.

The second scale applies to all conveyances in fee, or for any other freehold estate reserving rent, or building leases reserving rent, or other leases for a term of 35 years or more not at a rack rent, except mining leases. The scale, which, it may be noted in passing, is much higher than the first scale, is as follows, including the 20 per cent. increase granted pursuant to the General Order, 1932: Where the annual rent does not exceed £5, the remuneration will be £6; where the annual rent exceeds £5 but does not exceed £50—£6 plus 24 per cent. of the rent beyond £5; where the rent exceeds £50 but does not exceed £150—the same as on a rent of £50, plus 12 per cent. of the excess beyond £50; and where the rent exceeds £150—the same as on a rent of £150, plus 6 per cent. on the rent beyond £150.

Thus, in the case of a long lease with a rent, but not a rack rent, of £65, the lessor's solicitors' charges will be £18 12s., and the lessee's solicitors' charges £9 6s. The lessor's solicitors' charges in respect of a long lease at a yearly rental of £165, which is not a rack rent, will be £29 14s.

One important fact emerges, namely, that no provision, either for short leases not at a rack rent or for mining leases, is made in the scales, and the work in connection with these will have to be charged for according to Sched. II.

The term "leases or agreements for leases at rack rent" may be taken to include an agreement in writing for a tenancy for a term not exceeding three years: see *In re Negus* [1895] 1 Ch. 73, and *White & Joy* (1916), 60 S.T. 480.

Where a varying rent is payable, then the highest amount of annual rent will be taken for the purpose of calculating the remuneration.

It is worthy of notice that the popular conception of rack rent, namely, the annual letting value of the property assuming a free market, and the conditions that the tenant bears the customary tenant's burdens whilst the landlord bears the cost of repairs, need not necessarily apply to the term as used in the above scales, and Sargant, J., in the case of *In re Sawyer & Wilhall* [1919] 2 Ch. 333, held that its meaning could not be confined within such narrow limits, and notwithstanding that the lessees effect the repairs, or, as in the present case, pay the rates and other outgoings, the rent is still a rack rent. He further observed that in his view, the measure of value taken for ascertaining the scale charge is the rent actually reserved in the lease, where it is an occupation lease, the money consideration being obtained entirely in the shape of rent, and the interest of the lessee having, *primâ facie*, no pecuniary value.

It is provided that where the consideration is partly by way of rent and partly by way of "a money payment or premium," then the solicitors' remuneration shall be calculated, as regards the rent, according to the scale in Pt. II, and, in addition, the scale charge under Pt. I as for a purchase calculated on the amount of the premium. No negotiating fee under Pt. I can be charged in respect of the premium.

Where the same solicitor acts for both the lessor and lessee, he will charge the lessor's solicitors' scale fee, plus half of the lessee's scale fee.

The Doctrine of Common Employment as applicable to Plant and Machinery.

In this article we propose considering whether at common law and apart from statute an employer is responsible for the negligence of his foreman or manager in failing to supply safe machinery or plant for the use of his servants, or in failing to see that the machinery is reasonably safe for use by his employees, or, in other words, does the doctrine of common employment apply.

In the well-known case of *Priestly* v. *Fowler* (1837), 3 M. & W. 1, where a butcher's assistant was injured in the course of his employment through the overloading of a van under the control of a fellow servant, there being no evidence that the van was unsafe or out of repair or that the master was aware of the overloading, it was held that the plaintiff could not recover. Lord Abinger, C.B., dealing with the question of common employment, stated that: "If the master be liable to the servant in this action, the principle of that liability will be found to carry us to an alarming extent. He who is responsible by his general duty or by the terms of his contract for all the consequences of negligence in a matter in which he is the principal, is responsible for the negligence of all his inferior agents." In *Wigmore* v. *Jay*, 5 Ex. 354, where a workman suffered injury through a defective scaffolding, which was actually known to the foreman but not to the defendant, it was held that as there was no evidence that the foreman was incompetent, the plaintiff could not recover, and that the doctrine of common employment applied, and in *Wilson* v. *Merry* (1869), 1 H.L. Sc. 326, where again a workman was injured owing to the foreman erecting some scaffolding over a ventilation hole of a mine which caused an explosion, there being no evidence that the master took any part in the erection of the scaffolding, or of any other negligence on his part, it was again held that the servant could not recover, Lord Cairns stating at p. 332: "The master is not, and cannot be, liable to his servant unless there be negligence on the part of the master in that in which he, the master, has contracted or undertaken with his servant to do. The master has not contracted or undertaken to execute in person the work connected with his business. The result of an obligation on the master personally to execute the work connected with his business, in place of being beneficial, might be disastrous to his servants, for the master might be incompetent personally to perform the work. At all events a servant may choose for himself between serving a master who does, and a master who does not, attend in person to his business. But what the master is, in my opinion, bound to his servant to do, in the event of his not personally superintending and directing the work, is to select proper and competent persons to do so and to furnish them with adequate materials and resources for the work." Notwithstanding the fact that judgment was given in favour of the master, that part of the passage in Lord Cairns' judgment: "To furnish them with adequate materials and resources for the work" has raised doubts in the minds of some as to whether a master can escape liability by delegating this particular duty to a competent fellow servant, and in *Baker* v. *Smith* [1891] A.C. 325, which was a case under the Employers' Liability Act, 1880, Lord Watson seems to have taken a similar view and states: "That at common law an employer was bound to see that his machinery and works were free from defect." These doubts have been further confirmed in the case of *Toronto Power Co., Ltd.* v. *Paskwan* [1915] A.C. 734, where the head-note states: "The duty towards an employee to provide proper plant as distinguished from its subsequent care falls upon the employer himself and cannot be delegated to his servant." In considering this case, however, it is important to remember not only that it is a decision of the Privy Council and not binding on the courts

of this country, but, as pointed out by all three judges in *Fanton* v. *Denville* [1932] 2 K.B. 309, the head-note is misleading as the judgment does not justify such a conclusion.

All doubts have now, however, been set at rest by the case of *Fanton* v. *Denville, supra*, where the plaintiff, who was an actor, was employed by the defendant to act the part of a murderer in a popular melodrama, known as "Maria Martin," under the control of the producer, and was injured in the execution scene, by falling on a mattress which was not sufficiently thick to take the fall, and it was held that as there was no evidence that the defendant had failed to exercise reasonable care in selecting competent persons to acquire and maintain suitable and safe plant, the defendant was not liable. Scrutton, L.J., quoting, with approval, the law as stated in "Salmond on Torts," 7th Edition, p. 130: "A master, although he is not responsible to his servant for the negligence of a fellow servant is yet responsible for his own negligence; and for this purpose it is negligence to omit to use reasonable care in choosing competent and careful servants, and in dismissing those who prove themselves incompetent and careless. Similarly, the providing of a proper plant, as distinguished from its subsequent care, is especially within the province of the master rather than of his servants. The master cannot relieve himself of responsibility merely by delegating it to a person who is incompetent for the task. But there is no rule of law that an employer, not guilty of any negligence himself, is nevertheless to be held liable because he was bound to supply plant," and Scrutton, L.J., then goes on to state: "Where the master has used reasonable care to delegate, and is not aware of the negligence of the delegate, in my opinion he is not liable for the consequences of that negligence to the fellow servant."

Although the last-mentioned case definitely states without qualification that a master is not liable when he has delegated this duty to a competent fellow servant, there still remains the question as to whether the master is not liable where he has actual knowledge, as in the *Toronto Power Case, supra*, that the machinery or plant was dangerous, and it is interesting to note in *Lauback* v. *Co-Optimists Entertainment Syndicate Ltd.* (1927), 43 T.L.R. 30, where the plaintiff, who was a member of an orchestra at a theatre, was injured by a club slipping from the hands of one of the performers on the stage, causing him serious injury, there being no evidence of negligence on the part of the defendants in supplying the clubs, it was held that the plaintiff could not recover, Finlay, J., however, referring to the *Toronto Power Case, supra*, stating that: "My impression is that it is to some extent a question of degree. I think there may be cases, as, for instance, in the fitting up of a mine or a great factory, where it would be correct to arrive at the same conclusion as in the *Toronto Power Case, supra*," and in *Baker* v. *James* [1921] 2 K.B., p. 674, where the plaintiff, who was a commercial traveller for a wholesale greengrocer, was injured in the course of his employment through the defective starting gear of a motor car supplied by the defendants, it was held that as the defendants had actual knowledge of the defects, they were liable; notwithstanding the fact that they employed a mechanic to keep their cars in order.

It is, however, important to remember that the defence of common employment is not applicable in a case where injury has been caused to a servant by the breach of an absolute duty imposed by statute upon his master for his protection, so that in *Groves* v. *Wimborne* [1898] 2 Q.B., p. 402, where a workman was injured through his arm being caught in some cog wheels which originally had been properly guarded and fenced, but for some reason the fencing had been removed by a fellow servant, it was held that as there was a statutory duty under the Factory and Workshop Act, 1891, to maintain this fencing, the master was held liable, and that the doctrine of common employment did not apply.

In conclusion, notwithstanding the fact that many eminent text-book writers have laid down that the general duty of providing proper plant, including amendment of defects, cannot be delegated to a fellow servant, since the recent decision of *Fanton* v. *Denville, supra*, it can now be stated with some confidence that this statement of the law is incorrect, and that in future a master will not be liable for any injury to a workman owing to such delegation of duty, provided that such foreman, manager or fellow servant was competent to do the work, and provided further, that the master had no knowledge that such plant or machinery was dangerous, and that the duty delegated to the fellow servant was not a duty imposed on the master by statute.

Company Law and Practice.

FORFEITURE OF SHARES.—II.

CLXXVIII.

It was seen last week that a power of forfeiture can only be exercised in the manner and within the limits prescribed by a company's articles. Suppose that for some reason the forfeiture is invalid, what remedies are open to the aggrieved shareholder? In an appropriate case an action for damages will lie; or an action to set aside the forfeiture may be brought by a shareholder on behalf of himself and of others (*Sweney* v. *Smith*, 7 Eq. 324). It may be that an action is pending against the company for rescission of a contract to take shares, and that the company has given notice to the shareholder to forfeit the shares for non-payment of calls. In such a case the court will, on the plaintiff paying into court the amount of the call, together with interest, restrain the company till trial of the action from forfeiting the shares (*Jones* v. *Pacaya Rubber Co.* [1911] 1 K.B. 455). Laches, without more, will not disentitle the shareholder to relief, for lapse of time *per se* cannot validate the transaction. If the forfeiture is *ultra vires* the company, it is illegal and null and void, so that the shareholder never ceases to be the legal owner of the shares, and he can, provided there has been no re-issue or other dealing with the shares, even after the lapse of years, get his name restored to the company's register. On the other hand, if the forfeiture is *ultra vires* the directors only, e.g., the purpose of the particular exercise is to relieve the member of future liability, authorisation or ratification by all the shareholders will render it unimpeachable; and for this purpose the knowledge of and acquiescence by all the shareholders may amount to approval and confirmation.

The time when forfeiture is complete will depend upon the articles. Clause 24 of Table A does not make non-compliance with the notice for payment *ipso facto* equivalent to forfeiture, but leaves it to the directors to make the forfeiture operative; a further resolution in accordance with cl. 25 is necessary.

In *Re East Konigsberg Company*, 1 Eq. 309, the articles provided that "in the event of non-payment at the time and place appointed by the notice, any share might thereupon be forfeited without any further act to be done by the company." A shareholder received a notice that on non-payment of arrears of calls on a certain day, his shares would be forfeited without further notice. It was held, nevertheless, that, in the absence of a formal declaration of forfeiture by the directors, the shares were not absolutely forfeited by the non-payment, and that the company's right of option remained; and as the company had declared their intention to retain the shareholder on the list, he must, on winding up, be held to be a contributory. Formal notice of forfeiture, if not apparently necessary, is advisable; though *Knight's Case* (2 Ch. App. 321) shows that even though the articles require notice of forfeiture to be given such may not be essential to complete the forfeiture, but merely directory. Nor, if everything else has been done that is necessary to effect a forfeiture, will the mere fact of not erasing the member's name from the list of shareholders affect the question.

Usually the articles provide that, on forfeiture, the shares shall be deemed to be the property of the company, and give the directors authority to take the necessary steps to dispose

of them by sale (cf. cl. 26, Table A). For the purposes of such a sale the company need not treat the shares as if nothing had been paid up on them, and they may be re-issued as paid-up to the amount paid by the ex-holder (*Morrison* v. *Trustees Corporation* [1898] W.N. 154). The articles sometimes give the directors a power before sale to annul the forfeiture, but this cannot be exercised *in invitum* so as to make the member again liable. In *Re Exchange Trust Ltd., Lackworthy's Case* [1903] 1 Ch. 711, there was a power to annul the forfeiture on such terms as the directors thought fit. Nine months after forfeiture the directors passed a resolution purporting to rescind the forfeiture and gave notice that the shareholder was again registered in respect of his shares. The latter declined to have his name reinstated, and the court held that the company had no power adversely to the shareholder to reinstate him. Buckley, J., pointed out that the meaning of such an article is that " if after a forfeiture the shareholder is minded to come to a new contract with the company, re-taking the shares which have been taken from him by forfeiture, the company gives to its directors power so to contract with him."

It remains to consider the respective liabilities after forfeiture of the old and the new holders. Clause 27 of Table A provides that a person whose shares have been forfeited shall cease to be a member, but shall remain liable to the company for all moneys which, at the date of forfeiture, were presently payable by him to the company in respect of the shares. In the absence of a clause of this nature no action is maintainable after forfeiture for calls previously due: such proceedings would be incompetent because they would have to be on the footing that the person sued was a shareholder (per Lord Cairns, in *Stocken's Case*, L.R. 3 Ch., App. 412). As Luxmoore, J., expressed it in the recent case of *Re Bolton* [1930] 2 Ch. 48: " If articles are silent as to the liability existing at the time of a forfeiture of a shareholder whose shares are forfeited, the company, on forfeiture, gets its shares back and the shareholder . . . is wholly discharged from his liability."

The effect of an article similar to cl. 27 is to create a new obligation between the company and the former shareholder, an obligation which is enforceable at law, and not by placing the holder on the list of contributories. Hence it is no protection to him that a year has elapsed since he ceased to be a member: *Ladies' Dress Association* v. *Pulbrook* [1900] 2 Q.B. 376. On the other hand, if the company is wound up within a year after forfeiture, he is liable to be placed on the B list. *Re Bolton, supra*, shows that where there is an article continuing the liability of a shareholder after forfeiture, the company can only claim the amount of its actual loss, not the full balance owing. There, after forfeiture, the shares were sold at a loss, and, subsequently, the former shareholder went bankrupt. It was held that the company could only prove for its actual loss, i.e., the difference between the amount received on re-allotment and the amount due at the date of forfeiture, and not for the latter amount in full. " The company must give credit for all sums received or receivable in mitigation of the damage."

What is the extent of the liability of the new holder of a forfeited share? A forfeited share is a share involving rights and liabilities; and the new holder is liable for payment of future calls duly made in respect of the amount included in the prior call which occasioned the forfeiture (*New Balkis, etc., Co.* v. *Randt Gold Mining Co.* [1904] A.C. 165). He is, however, entitled to credit for sums paid by the ex-holder subsequently to forfeiture, the converse case to *Re Bolton* (*Re Randt Gold Mining Co.* [1904] 2 Ch. 468). Buckley, J., pointed out in that case that the material question is not the character of the person who paid, but the character of the payment made: the company cannot recover twice over. " The purchaser is liable for the whole amount unpaid but not for the whole amount irrespective of such payments as the company may recover from the forfeited member." As to title, cl. 28 of Table A protects the purchaser of a forfeited share against any irregularity or invalidity in the forfeiture proceedings.

(*To be continued.*)

A Conveyancer's Diary.

Effect on Powers of Advancement of Assignment by Beneficiary.

I HAVE had my attention directed recently to the question of the effect upon powers of advancement of an assignment by a person in whose favour the power may be exercised.

Take the ordinary case of a marriage settlement whereby funds are settled upon the usual trusts for the spouses successively for life, and after the death of the survivor for the children or remoter issue of the marriage as the husband and wife, or the survivor, may appoint and in default of appointment for the children equally.

There is a power of advancement in favour of children or remoter issue in the usual form.

One of the children of the marriage, after attaining twenty-one years of age, marries, and by an ante-nuptial settlement assigns all his reversionary interest in default of appointment to the trustees of that settlement.

Can the trustees of the parents' settlement thereafter exercise the power of advancement in favour of the son who has so assigned his interest in default of appointment?

That is a question which has recently been put to me. It is of considerable importance because, if the trustees of the parents' settlement could, in such a case, exercise the power of advancement, then it would seem that they could also do so when there was no power of appointment (or a power which had been released) and the child had a vested interest and had mortgaged it or assigned it for value.

It will, I think, be best for me to refer at once to the authorities (such as they are) on the subject.

I can find no reference whatever in the usual text-books earlier than the 3rd edition (1916) of " Farwell on Powers." The learned editor says (at p. 30) :—

> " It is submitted that a power of advancement is suspended or destroyed by the mortgage, alienation or bankruptcy of the object. The power of advancement is merely a power to make, for the benefit of the object, a payment in anticipation of the portion, vested or contingent, of the object in the trust property. If by reason of events subsequent to the creation of the power, the object thereof cannot become ultimately entitled to any portion of the trust property, it follows that nothing can be paid to him in anticipation of such portion."

I may, in passing, observe with regard to this submission by the learned editor that the conclusion at which he arrives does not cover his premises. He premises that the power is to make a payment " *for the benefit of the object*," and he concludes that the payment " *to him* " is not permissible—he does not say that a payment " *for his benefit* " would not be so. It is quite possible for trustees to apply funds for the benefit of a beneficiary without making any payment to him, or even at his request, and conceivably without his knowledge. The beneficiary might, for example, be in such a state of health physically or mentally as not to be able to make a request for an advance or to be told anything about it. The trustees might nevertheless be abundantly justified in exercising their discretion by applying part of the funds for his benefit.

It seems, however, that the grounds upon which the opinion expressed in " Farwell " is based would apply to such cases because, having parted with his interest, the beneficiary would no longer be entitled to the capital of the trust property or any part thereof absolutely or contingently.

The only other reference that I can find is in " Withers on Reminders on Reversions," in which the learned author says (at p. 4) :—

> " Power of advancement cannot be exercised in favour of vendor after sale without consent of purchaser,"

and in a footnote he cites as authority for this statement the passage in " Farwell " to which I have referred, and *Hood* v. *Franklin* (1875), 16 Eq. 496.

Now, so far as regards the passage in "Farwell," Mr. Withers is hardly justified, unless he is prepared to say that what he means by an advancement "in favour of" a purchaser is a payment to him. If he uses the expression "in favour of" in the sense of "for the benefit of," then, as I have pointed out, "Farwell" does not in terms go so far, although, as I have said, the reasons given would appear to apply.

Then I turn to *Hood* v. *Franklin*.

With regard to that case I can say that I have searched in vain through the usual text-books to find any reference to it. "Farwell" does not mention it even in the 3rd edition, where the paragraph which I have quoted appeared for the first time in that valuable work, nor did Mr. Withers himself, in his book on "Reversions," published in 1909.

The case is not directly upon the point which I am considering and not an entirely satisfactory authority upon it.

The facts were that one, J.F., by his marriage settlement, covenanted for settlement of one half part of after-acquired property which should "amount or be equal in value to the sum of £200." The covenant was not quite in the usual form, as the words "from one and the same source," or words to that effect, were omitted.

After the date of that settlement J.F. became entitled in possession to a share in three estates. His share in the first and second estates amounted to less than £200 each. In the third estate his share was much more, but he had at various times been advanced under a power in the settlement whereby that estate was settled, with the result that the net sum to which he was entitled to receive was less than £200.

It was firstly contended that all the sums were caught by the after-acquired property clause, because in the aggregate they amounted to more than £200. On that point it was decided that the words "from one and the same source" must be implied, and consequently the amounts received in respect of the first and second estates were not caught by the covenant.

The point of interest for present purposes was with reference to the third fund. On that question the court held that, in order to ascertain the amount to which J.F. became entitled, all the advances made since the date of his settlement must be taken into account.

Malins, V.-C., in dealing with that question, said :—

"As to the share in the father's estates" (the third estate to which I have referred) "the facts are somewhat different. It seems that it consisted of £9,428 12s. 6d. and that after all proper deductions were made the share which James Franklin would have been entitled to receive was £1,331 5s. 1d. Now the father's will contained a power of advancement. But the benefit of such a power can be lost by parting with the property in respect of which the advance is allowed to be made. And if a person settles a fund to which he may become entitled and the receipt of which he has the power to anticipate by advancement, he cannot, after settling the fund, keep it out of the settlement by anticipating its receipt. Therefore, as regards the actual advances, the £300 which was advanced before the date of the settlement is gone, but as regards the £913 subsequently advanced, I am of opinion that in estimating the amount of the share of the father's estate it must be taken into account. The consequence is that what James Franklin became entitled to receive on his father's death being more than £200 is within the covenant and the trustees are entitled to have a half of it settled; and as he has himself received more than a half, the whole £118 5s. 1d. must be paid to the trustees."

After that judgment was delivered there was a further argument, counsel desiring to contend that the fact that the reversion was a contingent one made a difference.

The learned Vice-Chancellor, in a further judgment, adhered to his opinion. He said :—

"These covenants rightly receive a strict construction and are always held to be limited to property falling into possession during coverture. But I know of no case which has gone the length of deciding that, where the fund is reduced below the specified amount by the act of the covenantor himself, it will not be bound thereby; and I think that, having entered into a covenant that all property to which he was or should become entitled should be settled, I cannot accede to the view that he could be entitled by receiving the fund in advance to withdraw it from the operation of the covenant."

I have set out the material parts of the judgment because it is important to see what the *ratio decidendi* of it really was.

My suggestion is that it may not be conclusive so far as regards money raised and applied for the benefit of the beneficiary, under what we usually call a power of advancement, where nothing has been paid to the beneficiary himself and the payment has not been made at his request, or, at any rate, where it has not been made with his knowledge.

It is true that the learned Vice-Chancellor said that "the benefit of such a power can be lost by parting with the property in respect of which the advance is allowed to be made." But it is clear from the next sentence that what was in his mind was a case where the beneficiary, after settling the fund, "kept it out of the settlement by anticipating its receipt," and later he speaks of the advance being "an act of the covenantor himself," and says that he could not "accede to the view that he" (the beneficiary) "could be entitled by receiving the fund in advance to withdraw it from the operation of the covenant." In fact the whole judgment seems to deal only with advances made to the beneficiary himself at his request.

I know that it has for long been assumed that a power of advancement could not be exercised after assignment by the beneficiary. The strongest ground for that seems to be that upon which it is put in "Farwell," namely, that there is no longer any fund to which the beneficiary is expectantly entitled.

That, I daresay, is right, but it occurs to me that there is something to be said against it. The "power of advancement," as it is usually called, is something more than a power to "advance" in the sense in which that word appears to have been used by Malins, V.-C., and it is at least arguable that the discretionary power to apply part of the funds for the benefit of the beneficiary may remain notwithstanding an assignment by him. At any rate, I do not think that *Hood* v. *Franklin* is a satisfactory authority to the contrary.

Landlord and Tenant Notebook.

Repairs Effected by Covenantee.

In the case of a commercial contract, a position may arise under which it may be not only the right, but the duty of a party aggrieved by the breach of the contract to perform the act which the other party has failed to perform. The buyer under an agreement of sale, if the vendor defaults, not merely may but must go into the market and try to minimise damages. No such analogy can be applied to the case of a tenant's covenant to repair. It has never been suggested, even in cases in which the landlord is a builder and decorator, that the tenant could claim a reduction of damages by reason of the fact that the amount would have been less if the landlord had effected the repairs, and/or that materials were cheaper when the covenant was first broken than when action was brought.

But has the landlord the right to do the repairs, and charge the tenant with the expenses incurred? The question has been touched upon in two reported cases, *Colley* v. *Stretton* (1823), 2 B. & C. 273, and *Williams* v. *Williams* (1874), L.R. 9, C.P. 659.

In *Colley* v. *Stretton* the plaintiffs-landlords held a long lease under which they were obliged to repair on notice. The underlease contained a corresponding covenant. In September, 1816, the head landlords served notice to repair

on the plaintiffs, and they in turn called upon the defendants. The defendants hedged, pleading that they were about to sell the underlease to an assignee who would rebuild the whole premises; the notice expired, and the plaintiffs, apprehensive of forfeiture proceedings, sent workmen who effected the repairs at a cost of £228. The premises were unoccupied at the time, and no express assent was ever obtained. The price was proved to be fair and reasonable.

The action was then brought for breach of covenant to repair, and the plaintiffs were awarded the sum expended as loss sustained (although the defendants had in fact since sold the place, and the purchaser had demolished and rebuilt it). On the question of the lawfulness of the action taken by the plaintiffs, the court considered that they had a right of entry on the ground of their liability to repair, and that disrepair effected a forfeiture of both leases; and that in any event, the entry merely constituted a trespass.

The facts of *Williams* v. *Williams* were that the plaintiffs held a long lease containing a general covenant to repair and a covenant to repair on three months' notice, while the defendant, their tenant, had covenanted to repair generally and to repair on two months' notice. The superior landlords served a notice to repair within three months on the premises, but it did not reach the plaintiffs till long after. They then called upon the defendant to repair in accordance with his lease, and on the latter disputing the facts sent their own men in, who repaired at a cost of £36 14s. This having been done, they sued on both covenants; but as they had not allowed two months to elapse before bringing the action, they failed on the special covenant; and as the reversion had not been depreciated, they also failed on the general covenant. Consequently, the decision does not represent an authority on the question of the right to repair; but an *obiter dictum* expresses a view contrary to that pronounced in *Colley* v. *Stretton*, for Brett, J., said that the plaintiffs' only right was to sue for damages, and that they had no right to go on the premises and do the repairs themselves.

And it must be remembered that *Colley* v. *Stretton*, like the later case, concerned the position of a mesne lessor whose interest was liable to forfeiture. It seems doubtful whether its scope would be extended to cover a reversioner who was also freeholder. For the measure of damages in such a case, as is now well established, is the injury to the reversion but is not to be measured by the cost of repairs. (The latter measure can be said to apply to all underleases, or the two may be said to be identical, since the decision in *Ebbetts* v. *Conquest* [1896] A.C. 490, except where the L.T.A., 1927, s. 18 (1) applies).

A landlord who is under a covenant to repair has an implied licence to enter (*Saner* v. *Bilton* (1878), 7 Ch. D. 815), in order to perform his covenant, but, except in the special circumstances referred to above, it has not been suggested that a landlord covenantee could not be forcibly excluded; indeed, it is usual to reserve a right of entry for the purpose of inspection. Hence, while, as was said in *Colley* v. *Stretton*, the plaintiffs had committed only a trespass, for which no counterclaim was brought (if it had, probably nominal damages would have been awarded), it follows that if the defendants had been on the premises and had refused the workmen admittance they would not have infringed any rights.

The question is not purely academic, for especially at the present time there are landlords who are not anxious to forfeit leases, while their tenants would be only too glad to go, the state of the market being now well in the tenants' favour. An action for damages may turn out less satisfactory than an action for the expense of repairing. For these reasons I suggest that a repairing covenant giving the landlord the express right to effect repairs himself in the event of breach and to charge the tenant with the cost is worth consideration.

Could an action for the cost of repairs so incurred be affected by the L.T.A., 1927, s. 18? That section was passed, as is well known, to remedy the mischief revealed by *Rawlings* v. *Morgan* (1865), 34 L.J. C.P. 185, and *Inderwick* v. *Leech* (1884), 1 T.L.R. 484, which decided that the general principle of injury to the reversion was not modified by reason of the fact that the premises were to be or had been pulled down at the end of the lease. The real mischief was, of course, that by means of dilapidation notices tenants were put at a disadvantage when it came to bargaining; normally, they paid less than the cost of complying with the notices; in some cases obstinate tenants have been known to comply with them, which benefitted nobody. And if such a covenant as I have suggested comes into vogue, the statute will have to be amended if it is desired to avoid unseemly bargaining of this nature. For an action for the expenses of repairing is not an action for breach of covenant to keep, or put, or leave premises in repair.

The position of a tenant who performs repairs which his landlord has covenanted to repair appears to have been raised only once. In *Beale* v. *Taylor* (1696), 1 Leon. 237, it was held that he might deduct the cost from rent, but I doubt whether this authority would be relied upon to-day. Apart from the fact that numerous decisions have since shown that the law does not favour deductions from rent, it is well established that the measure of damages is the difference in value to the term; the latest authority is *Hewitt* v. *Rowlands* [1924] 93 L.J. K.B. 1080, C.A. A *dictum* in *Waters* v. *Weigall* (1793), 2 Anst. 573, suggests that circumstances may arise in which the tenant may be able to claim money expended in repairs as money paid to the landlord's use, but the circumstances visualised are very special.

Our County Court Letter.

FINALITY OF CERTIFICATES OF MEDICAL REFEREES.

The decision in *Rhodes* v. *Digby Colliery Co. Ltd.* (1926), 70 Sol. J. 796, was followed in the recent case of *Haslam* v. *Blackwell Colliery Co. Ltd.* at Alfreton County Court. The evidence was that (1) having had an accident on the 23rd March, 1932, the applicant received compensation until the 29th April; (2) the respondents then served notice of intention to end weekly payments, under the Workmen's Compensation Act, 1925, s. 12; but (3) following a report from his own doctor, the applicant went before a medical referee on the 26th May, 1932. The certificate was that the applicant was in good health, and his condition was such that he was fit for ordinary work, but the applicant's case was that (1) since the date of the certificate, he had had a recurrence of the disability; (2) as the medical referee had not said he had recovered, the applicant was entitled to call further evidence. The respondents contended, however, that the applicant was debarred from going beyond the medical referee's report, and the court therefore had no jurisdiction. His Honour Judge Longson upheld the objection, and the application was therefore dismissed, subject to a stay of execution for twenty-one days in respect of the respondents' costs.

THE LIABILITIES OF EDUCATION AUTHORITIES.

In the recent case of *Wood* v. *Sheffield Corporation*, at Sheffield County Court, the claim was for £20 as damages for negligence. The plaintiff's case was that (1) while a pupil in a woodwork class, he had found his tool too blunt, and was told by the master to get something sharper; (2) the plaintiff therefore selected a chisel, which slipped and cut the palm of his left hand; (3) after a fortnight in hospital he returned to school, but lumps subsequently appeared under his right arm and on his left knee. It was contended that the master should have selected the proper tool, but the master's evidence was that (*a*) no complaint was made about bluntness; (*b*) he would never have advised a boy to "get something sharper";

(*c*) the instructions always were to keep both hands behind the cutting edge. The medical evidence (for the defence) was that the condition of the knee and armpit was unconnected with the accident. His Honour Judge McCarthy held that there was no evidence of negligence, and judgment was therefore given for the defendants, with costs.

THE CONTRACTS OF "TOTE" CLUBS.

In a recent case at Southwark County Court a claim was made against the promoters of a "tote" club, under (*a*) their tenancy agreement, and (*b*) a collateral agreement to pay half the cost of decorations. The defence was that both agreements were for an illegal purpose, and therefore void, as the objects of the club were to provide facilities for members to bet on horse and dog races on the totalisator principle. His Honour Judge Moore held that (*a*) if the defendants had so used the premises, they would have been guilty of an offence under the Betting Act, 1853, s. 1, as laid down in *Shuttleworth* v. *Leeds Greyhound Association* (1933), 77 Sol. J. 48, and (*b*) even if nothing were charged upon payments to the pool (and the profit merely depended upon entrance fees, subscriptions and the sale of refreshments) the club would still be illegal. His honour observed that, at the time of making the agreements, all parties considered they were valid, and different considerations might still arise in the case of a non-proprietary club. The members of a *bonâ fide* social club might arrange, for example, to provide facilities among themselves for a totalisator, as incidental to the social purposes. Judgment was given for the defendants, with costs.

Practice Note.

DEBTORS ACT (MATRIMONIAL CAUSES) JURISDICTION ORDER, 1932.

We have received from the Senior Registrar of the Principal Probate Registry the following extract from a direction issued by the President :—

"Where a Judge is satisfied by the evidence upon a judgment summons that a husband, though not entitled to apply to be admitted as a Poor Person, is unable to comply with an alimony or maintenance order and has not the means to adopt the usual procedure to vary it, he may suspend the order pending enquiry before the Registrar, and refer the case for such enquiry. In any such case it will be a condition of the reference that the husband undertake (1) to lodge with the proper officer in the registry within fourteen days after the date of the reference a statement setting forth his present capital and income from all sources and showing in what way and to what extent such capital or income has been reduced since the order was made; and (2) to lodge with the statement an application for an appointment before the Registrar. The Registrar will as soon as conveniently may be enquire into the means of the parties and as to whether the order in question should be confirmed or varied and if varied to what extent, and shall direct such order to issue as he shall think fit or refer to the Judge for his decision the application or any question arising therefrom. The method of conducting the enquiry will be in the discretion of the Registrar and no pleadings shall be filed or delivered unless he shall so direct. A certificate for Counsel may be granted in exceptional cases only."

Mr. Arthur Ranken Ford, retired solicitor, of Guildford, left estate of the gross value of £56,210, with net personalty £54,088. He left £100 to his old college, Trinity Hall, Cambridge; £100 to Selwyn College, Cambridge, "of which I was a member of the council for more than thiry years."

In Lighter Vein.

The Week's Anniversary.

William Henry Maule, the son of a doctor, was born at Edmonton on the 25th April, 1788. He grew into "a very clever boy," according to George Greville, who was with him at the school kept by his uncle, John Maule, Rector of Greenford, "an excellent scholar and a great brute." In the mathematical tripos at Cambridge, he came out senior wrangler, and might easily have missed his destiny coaching at the University. One of his pupils there was Edward Ryan, a future Chief Justice of Calcutta. However, in 1814, he was called to the Bar, took chambers in the Temple, at 3 Essex Court, joined the Oxford Circuit, and began his slow progress towards professional success. It was only in 1833 that he took silk. In 1839 he succeeded Mr. Baron Bolland in the Court of Exchequer, but a few months later was transferred to the Common Pleas, where he served for sixteen years. His sound law and common sense made him an excellent judge, but he is best remembered for the peculiar effectiveness of his ironical humour. One brief example may be cited. To an unreliable witness, who declared that he had "been wedded to truth" from his infancy, he retorted: "Yes, sir, but the question is how long have you been a widower?" To one elaborate masterpiece of sarcasm may be traced the beginning of divorce reform.

A Great Jew.

The judicial honours attained by Lord Reading, who has lately resigned from the presidency of the Anglo-German Association as a protest against the Nazi persecutions, have not in this country been enjoyed by as many of his race as in Germany. He himself is an extraordinarily versatile man, but not so versatile as he seemed on one occasion when, in a speech at a public dinner, Mr. Lloyd George apostrophised him in Welsh. When he rose to reply, he recited a psalm in Hebrew, and only the few Welshmen present recognised the difference of tongue. The rest marvelled at his wide linguistic attainments.

No Surprise.

"You sit up here and you will be surprised at nothing," Mr. Bingley observed recently to a solicitor at Marylebone Police-court, and here he echoed what became almost a catchword in the days of Hawkins, J., whose favourite comment was, "I should be surprised at nothing." The phrase even inspired a minor versifier to a "Ballad of the Unsurprised Judge," in which the last lines ran :—

"Let them try to deceive him, why, bless you he's *been* there,
And can track his way straight through a tangle of lies;
And though some might grow grey at the things that he's seen there,
He never, no never, gives way to surprise."

Hard of Hearing.

Anecdote repeated itself very oddly at Shoreditch County Court recently, when there was some considerable difficulty over swearing an elderly Jew who made it quite clear to everyone that he was very deaf. However, on Judge Cluer observing in quiet terms to the solicitor in the case that he would adjourn the hearing, the deaf man instantly left the box. "Ah, he understood that!" exclaimed his honour. "I will make a note of that." Deafness is most often useful to potential jurors who have business elsewhere. It stood in good stead a farmer who once claimed exemption on that ground before Mr. Baron Bolland. "Are you deaf in both ears?" vociferated the judge. "Did your lordship speak?" asked the man. When, at last, the question seemed to penetrate, he admitted that he could hear a little with one ear "when I turns my head to the person speaking." "Oh, in that case," said the judge in his quietest tone, "we must exempt you." Instantly, the

unwilling juror hurried out of the box. "Oh, you hear that, do you?" exclaimed his lordship. "Oh, yez, my lord." "With both ears, I dare say." "Oh, yez, with both on 'em." With Mr. Justice Hawkins, the plea did not work so well. To one man who tried for exemption on that ground, he replied in a whisper, "You may go." "Thank you, your lordship," came the too ready answer before the judge completed his sentence, "into that box, sir."

Reviews.

Magisterial Law, 1932, being the statutes and parts of statutes of 1932 affecting the work of courts of summary jurisdiction together with statutory orders and notes of decided cases. By Albert Lieck, Chief Clerk, Bow Street Police Court, London, and Sophie Lieck, LL.B. 1933. Demy 8vo. pp. xix and (with Index) 258. London: Sir Isaac Pitman and Sons, Ltd. 21s. net.

This volume is intended to be the first of a series, the object of which is to present, in convenient form, the new law which magistrates are called upon to apply as soon as possible after the end of the year in which such law has been made or varied, whether it be by statute or by rule or by decisions of the courts. The penal sections of statutes passed during the year 1932 are set out in full, with such other portions as are necessary to make it understood. Brief annotations are supplied, and although nothing in the nature of a treatise is attempted, the guidance given in regard to points of jurisdiction and procedure should save much trouble. Brief notes are also given of decided cases, and in each case where statute law is involved the material section is set out to avoid laborious research. The volume also contains a useful amount of official information relating to prison discipline and such matters, and particular attention is given to the Children and Young Persons Act, 1932, concerning which there is so much that is complicated that the authors anticipate the prospect of having to supply a supplementary volume of the present series dealing with this very wide subject exclusively. We feel sure that this volume, and indeed, the series of which it will be the first, will find very wide appreciation among magistrates and justices' clerks, as well as among a large number of busy solicitor practitioners to whom the present epitome of changes in magisterial law from year to year must prove handy and convenient. The previous publications to which Mr. Lieck has set his name have secured wide appreciation and we doubt not that there will be a wide demand for the volumes of this series.

Dayes' Handy Book to Solicitors' Costs. Sixth Edition. 1933. By Members of the Solicitors' Managing Clerks' Association. Demy 8vo. pp. xxviii and 236. London: Sweet & Maxwell, Ltd. 15s. net.

It is a trite saying that "actions speak louder than words," and the fact that this book has found a place on the desk of costs' accountants since 1905, when the first edition was published, and that the present edition is the sixth, makes superfluous any further comment on its usefulness. It has established itself as the ideal *vade mecum* of costs draftsmen. When the last edition was published in 1926, it was felt that the authors had achieved the acme of compactness combined with a surprising wealth of detail. The present edition, however, proves that they had not, but it really does seem that they have now left nothing to be desired in this direction. The rapidity with which one can turn to the required section of the work with the aid of the thumb index is not amongst its least pleasing features. The precedents of costs showing the steps in various court proceedings are of great practical utility to the costs draftsman who is often handicapped by lack of experience in the smaller details of procedure. The fees and allowances which are shown in alphabetical order are amplified, where necessary, by references to the notes in Appendix "N," and the reader is thus enabled to refer to details of any particular point which may arise. The work covers all the fees and allowances likely to occur in connection with High Court proceedings, including, in separate sections, proceedings in bankruptcy and non-contentious probate, as well as County Court and Mayors' Court proceedings; and there is also a section dealing fully with conveyancing and general costs. This section contains a very full and useful table of Scale Charges, showing at a glance the fees for completed transactions under the General Order of 1882 and the Remuneration Order made under the Land Registration Act, 1925. The manner in which this table is compiled and set out is worthy of special commendation. The book is certainly one which should be on the desk of every costs accountant.

Books Received.

Kelly's Draftsman. Eighth Edition, 1933. By J. A. Reid, of Lincoln's Inn, Barrister-at-Law, assisted by C. J. F. Atkinson, M.B.E., LL.B. (Lond.), Solicitor of the Supreme Court, Registrar of the County Courts at Keighley, Otley and Skipton. Crown 8vo. pp. lv and (with Index) 794. London: Butterworth & Co. (Publishers), Ltd. 30s. net.

Ashburner's Principles of Equity. Second Edition, 1933. By Denis Browne, B.A., of Lincoln's Inn, Barrister-at-Law. Medium 8vo. pp. xlix and (with Index) 551. London: Butterworth & Co. (Publishers), Ltd. 32s. 6d. net.

The Law of Master and Servant. By Francis Raleigh Batt, LL.M., of Gray's Inn and the Northern Circuit, Barrister-at-Law. Second Edition, 1933. Demy 8vo. pp. xxxiv and (with Index) 488. London: Sir Isaac Pitman & Sons, Ltd. 12s. 6d. net.

A Guide to the Inspection of Deeds. By A. Lawson Fearnley. 1933. Crown 8vo. pp. x and (with Index) 158. London: Sir Isaac Pitman & Sons, Ltd. 5s. net.

Law of Procedure. By W. Nembhard Hibbert, LL.D. (Lond.), of the Middle Temple, Barrister-at-Law. Fourth Edition, 1933. Demy 8vo. pp. xv and (with Index) 127. London: Sir Isaac Pitman & Sons, Ltd. 7s. 6d. net.

Specific Performance Practice. By John J. Wontner. 1933. Demy 8vo. pp. xiii and (with Index) 90. London: Sir Isaac Pitman & Sons, Ltd. 7s. 6d. net.

Sports and the Courts. By Lex. 1933. Crown 8vo. pp. 115. London: Herbert Jenkins, Ltd. 2s. 6d. net.

The Liabilities of Directors of Limited Companies. By William Geddes, M.A., LL.B., of Lincoln's Inn and the Northern Circuit, Barrister-at-Law. 1933. Demy 8vo. pp. xvii and (with Index) 270. London: Sir Isaac Pitman & Sons, Ltd. 10s. 6d. net.

The Town and Country Planning Act, 1932. A series of Five Articles. By S. P. J. Merlin, Barrister-at-Law. 1933. Demy 8vo. pp. 23. London, Liverpool and Glasgow: The Solicitors' Law Stationery Society, Ltd. 2s. net.

Calendars for 100 Years, 1850-1950. London: Gee & Co. (Publishers), Ltd. 9d. net.

Don'ts for Articled Clerks and Young Practitioners. By Harry C. King, F.S.A.A., Incorporated Accountant. 1933. Demy 8vo. pp. 47. London: Gee & Co. (Publishers), Ltd. 2s. 6d. net.

Hindu Law in a Nutshell. By J. Chinna Durai, Barrister-at-Law, of the Middle Temple. 1933. Demy 8vo. pp. v and 119. London: Sweet & Maxwell, Ltd. 5s. net.

Company Law in a Nutshell. By J. A. Balfour, of the Middle Temple, and South-Eastern Circuit, Barrister-at-Law. 1933. Demy 8vo. pp. vi and 82. London: Sweet & Maxwell, Ltd. 3s. 6d. net.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Lottery Advertisements in Newspaper—Liability of Promoters and Publishers.

Q. 2705. A client has provisionally arranged with a local newspaper to insert an advertisement of his business each week. Each copy of the newspaper has a different number. Four numbers will be drawn each week and each winner of a lucky number will receive a 5s. voucher, which entitles him to 5s. worth of work at my client's works free of charge. I have been consulted by my client and on behalf of the newspaper, and have advised that the scheme would probably lead to police prosecution as being a lottery within s. 41 of the Lotteries Act, 1823. I shall be glad of your views as to whether this is correct advice or not.

A. Section 41 of the Lotteries Act, 1823, provides for the punishment of any person or persons who shall sell "any ticket or tickets, chance or chances . . . in any lottery or lotteries except such as are or shall be authorised by this or some other Act of Parliament to be sold: or shall *publish* any proposal or scheme for the sale of any ticket or tickets, chance or chances . . . except such lottery or lotteries as shall be authorised as aforesaid." We have no doubt whatever that the opinion expressed is sound, and that both parties would be subjected to proceedings on the part of the authorities. See cases cited in Halsbury's "Statutes," Vol. 8, at p. 1140.

Rent After Demolition Date.

Q. 2706. I am acting for a client in a claim for rent. The owner of the house out of which the rent issues was served with an order for demolition, which, even after opposition shown to the local housing committee, a medical man giving evidence that the house could be made perfectly suitable for living in, was ordered to be demolished by December, 1931. Proceedings against that order were not, however, taken any further. The tenant remained in the house and paid rent until 2nd April, 1932, after which date further rent was refused, and remained still in possession till 15th October, 1932, being some three weeks previously served with a notice to quit by the landlord, who desired to have the property pulled down. The claim is for rent from 2nd April to 15th October, 1932, and the defence is that as an order of demolition under the Housing Act, 1930, became operative on 2nd April, 1932, and rent having been paid to that date, the defendant is informed, and verily believes, that the plaintiff is not entitled to receive further rent. When the defendant left, the house was stripped, sink and fireplace being removed, doors and windows left open, and water-tap left running. In view of the circumstances, your valued opinion is requested as to the validity or otherwise of the claim, taking into account the provisions of the Act as to rent being paid for a house which may or may not be habitable?

A. There is no statutory or judicial authority covering the point whether rent is lawfully due in respect of a dwelling-house after the date of demolition stated in a demolition order. The Housing Act, 1930, s. 39, provides for service of a notice to quit on the occupier by the local authority and, if the notice is not obeyed, for the recovery of possession in summary proceedings, at the instance of either the local authority or the owner. The owner has not invoked his statutory remedy and, therefore, we doubt whether he can succeed in a claim for rent. An action for malicious damage to property lies.

Professional Man's Income Tax—Deduction in respect of Residence.

Q. 2707. A client of mine, who is a doctor, resides with his mother in a freehold house. The mother is tenant for life of the house under her late husband's will, and the son is the reversioner. The son uses part of the house for his practice. Can he deduct from his gross professional income, for income tax assessment, a proportion of the Schedule "A" assessment of the house, and if so, what proportion would be considered fair? He uses about half the house for professional purposes, and he would be content with half of the full Schedule "A" figure as a deduction, instead of pressing for the full two-thirds, which is usually allowed. It should be noted that he does not pay any rent to his mother, and that he is the reversioner under his father's will. Would it make any difference if he arranged with the inspector of taxes to assess him to the Schedule "A" tax on the house, either alone or jointly with his mother? Of course, he could arrange a tenancy agreement with his mother at a rent, but neither of them wish to do this.

A. We do not understand how it can be suggested that the doctor can charge as expenses something he gets for nothing. The fact that he is reversioner has nothing to do with the question. He can only justify a deduction if he actually incurs an outlay in the shape of rent or other expenses. Note, however, that if the doctor pays his mother for the use of *furnished* rooms she will be liable to an additional assessment on her profits from the letting.

Trader's Settlement—Both Spouses of Advanced Age and no Issue—Breaking same—Procedure.

Q. 2708. A husband made a settlement after marriage (recited to be made in pursuance of a pre-nuptial promise) by which he settled freehold land and a house, an endowment life policy and furniture for the benefit of himself for life then to his wife for life with the usual clauses as to issue. There have been no children of the marriage. The wife is now seventy-one and the husband seventy, and both of them and the trustees of the settlement wish to put an end to the trust. How can this be done and can you tell us where we can find a precedent for a revocation of a settlement under the circumstances above stated. As the wife is relinquishing a certain life interest we presume she should be separately advised.

A. For the purposes of this reply we assume that the land and house (if still subject to the settlement) are held by the trustees upon trust for sale. We suggest that upon recitals to show that the husband and wife together are the only persons entitled in equity to the land and house the same should be assured in accordance with their instructions. We imagine that it will be desired to assure them to the husband absolutely. The policy can be dealt with in a similar manner and the furniture transferred by delivery of a piece in the name of the whole in the presence of witnesses who should make a written and signed record of their attendance. Ultimately the trustees should be released. We do not think that the matter could very well be dealt with by way of a revocation of the settlement which has in fact been on foot for many years and which seems to be almost equivalent to an ante-nuptial settlement (in view of the recital of the pre-nuptial promise). We agree that the wife should be separately advised.

Declaration of Trust of a Property subject to a Charge in Favour of the Donor—Stamp.

Q. 2709. In 1925 A had assigned to him a leasehold dwelling-house. The purchase money of £3,000 was found as to £2,000 by A, and as to the balance by means of a mortgage. A's sole motive in purchasing the property was to find a home for B, C and D (who are related to him by marriage) and it was verbally arranged that A was to be repaid the purchase money by B, C and D, but, in the meantime, the property was to stand in the name of A. In 1929 A discharged the mortgage of £1,000 out of his own moneys, and the property was thereupon released to him. Since then B, C and D have paid £300 to A in pursuance of the verbal arrangement. A now wishes to ensure that B, C and D shall have a legal right to call for a transfer of the property on payment of the balance of £2,700, but is not disposed to incur the heavy stamp duty and costs occasioned by carrying through the transaction by means of (1) a conveyance on sale to B, C and D; and (2) a mortgage by B, C and D to A to secure the balance of £2,700. Can A's wish be carried out by means of a declaration of trust? If so, what form should the deed take?

A. We suggest that the matter might be adjusted by way of a declaration of trust by A that he held the property upon trust by way of sale mortgage or otherwise to raise and pay the sum of £2,700 (? with interest) to himself and subject thereto upon trust for B, C and D (as tenants in common in equal shares in equity or as joint tenants in equity or otherwise as may be desired). It is considered that this document would on adjudication be deemed properly stamped if it was impressed with *ad valorem* conveyance duty upon the difference between £2,700 and the value of the property. In framing the document care should be taken to make the trust for sale immediate and binding, and such provisions for the protection of the ultimate beneficiaries as may be deemed necessary should be introduced. We express the opinion, however, that such a procedure as is outlined above is needlessly complicated. Is there any reason why A should not enter into a simple contract for the sale to B, C and D of the property, a 10 per cent. deposit having been paid? It could be provided that completion was to take place upon the payment of the purchase money in full at any time in the life of A or if not so paid that it should be paid and the matter completed (say) six months after A's death.

American Debts in British Liquidation.

Q. 2710. A is liquidator for a company which has gone into voluntary liquidation, and has received notice of two claims by American corporations. Both claims are disputed, and A desires to close the liquidation as soon as possible. It is believed that the position, prior to the passing of the 1929 Act, was that A called upon the American corporations for formal proof of their debts within a specified time, and then rejected the proofs when received from the corporations, and it was then for the corporations to apply by motion for the debts to be admitted, failing which the liquidator can ignore the claims.

(*a*) Is this the correct course to adopt?

(*b*) Are there any special formalities of increased periods of time, in view of the fact that the two corporations are American, and have no offices in Europe?

(*c*) What are the specified periods of time?

A. Since the passing of the Companies Act, 1929, the position is still regulated by the rule 102 of the Companies (Winding up) Rules, 1909. In answer to the specific questions:

(*a*) The proposed course is correct, and it is unnecessary to apply to the court to fix a day, under the Companies Act, 1929, ss. 210 and 252.

(*b*) Rule 102 merely specifies fourteen days as the minimum, but the court usually allows six weeks for home creditors. A longer period, according to the liquidator's discretion, should therefore be allowed for American creditors. It appears to be unnecessary to advertise in an American paper, as the creditors are known.

(*c*) There are no specified periods, but it is noteworthy that, under Ord. XI, rr. 4 and 5, the times for entering appearance are: for the United States (Eastern) forty days; (Western) fifty days. The situations are not exactly analogous, however, and the above periods should be regarded as *minima*.

Insurability of Articled Clerk.

Q. 2711. My junior clerk, who has been in my employ at a weekly wage of 12s. 6d. and for whom I have paid health and unemployment insurance, has now taken articles with me. The articles are in the usual form and a premium is being paid to me. No wages are now payable to him, but I am continuing the payment to him of 12s. 6d. per week, not as in the nature of remuneration, but as an *ex gratia* payment, for pocket money. In these circumstances is the clerk now insurable for health and unemployment?

A. An articled clerk under a deed who receives no money payment is not in employment for the purposes of health and unemployment insurance. Employment within the meaning of the Unemployment Insurance Act, 1920, 1st Sched., Pt. I (*a*), and the National Health Insurance Act, 1924, 1st Sched., Pt. I (*a*), includes, *inter alia*, employment under any contract of service or apprenticeship—no matter by whom or how the apprentice is paid "or except in the case of a contract of apprenticeship without any money payment." The question in the present case is whether the clerk is serving without *any* money payment, in view of the *ex gratia* payments. The latter are not made in pursuance of the articles, and, if they were discontinued, the clerk would not be entitled either to sue for the amount or to terminate his articles. On the other hand, it is noteworthy that the *ex gratia* payments are at the same rate as the wages hitherto paid. The question does not state whether the articles provide for the return of any part of the premium, and it is assumed that there is no such provision. This is a border-line case, and it cannot definitely be said that the clerk is not insurable. Application should therefore be made to the two Ministries for an exemption certificate, as in a case (relating to an auctioneer) reported in the *Justice of the Peace* for the 21st February, 1931, at p. 122.

Validity of Endowment Policy.

Q. 2712. In July, 1922, A took out an endowment policy in the X Friendly Collecting Society upon the life of his son B, who was then four years of age. The amount assured was £100, with profits, and the premium, £7 3s. 4d. per annum. The policy purported to be taken out under the society's table 31, under which £100, with profits, was payable *in fifteen years*. A, however, states that he was told by the agent at the time the policy was taken out that he would obtain the sum of £100, with bonuses, upon B attaining *fifteen years of age*, and the policy is endorsed in red ink to this effect. The company have been asked to pay the amount due under the policy, i.e. £100, plus bonuses, but this they have declined, and an alternative demand has been made for the return of the premiums, plus interest and costs. They are agreeable to return the premiums, but will not pay interest, but agree to the payment of a small sum towards the costs. The society's manager admits that several other policies have been similarly erroneously endorsed.

(1) Can A recover the full amount due under the policy; or

(2) Is he entitled to interest upon the premiums paid?

A. Further evidence appears to be required, as there appears to be no reason at present to acquiesce in the suggestion of the society's manager, viz., "that several other policies have been similarly erroneously endorsed." The matter cannot be quite so easily dismissed, as—although the endorsement may be "erroneous" as between the society and its

agent—the endorsement appears to be valid as between the society and the insured. It is therefore necessary to ascertain the scope of the agent's authority, and it will require very exceptional evidence to rebut the inference that the endorsement was a variation of the printed form. The society may have safeguarded itself against such actions by its agents, but *primâ facie* the society is bound, as the red ink endorsement was apparently written by the agent and not by A. It therefore appears that the dispute may be referred either to the county court or the Insurance Commissioner, under the Industrial Assurance Act, 1923, s. 32. In the meantime the opinion is given that :—

(1) A can recover the full amount due under the policy.

(2) The question of interest does not arise.

Rating of Sporting Rights.

Q. 2713. An owner who is also the occupier of agricultural land that has been de-rated proposes to grant a lease of the sporting rights over his land for a term of three years from 2nd February, 1933. It will be esteemed a favour if you will give your opinion whether, in the circumstances of the land being de-rated, either the owner or the shooting tenant can be rated in respect of the rent payable under the lease.

A. Where land is in the owner's hands and the sporting rights are severed from the occupation of the land and are let, they will form a separate hereditament (*Alton U.D.C.* v. *Spicer* [1904] 1 K.B. 679), and will be assessable under the Rating Act, 1874, s. 6, *q.v.* But the expression "let" does not apply where the sporting rights are enjoyed under a mere licence nor, as it would seem, to any case where they are not let by deed (*Swayne* v. *Howells* [1927] 1 K.B. 385).

Obituary.

Mr. E. DUNBAR.

Mr. Eric Dunbar, Barrister-at-Law, of Pump Court, Temple, collapsed in court at Middlesex Sessions on Thursday, 13th April, and died later at St. Thomas's Hospital. Mr. Dunbar was called to the Bar by the Middle Temple in 1904.

Sir PHILIP FREEMAN.

Sir Philip Horace Freeman, K.C.V.O., K.B.E., solicitor, a partner in the firm of Messrs. Peacock & Goddard, of Gray's Inn, died in a nursing home after a few days' illness, on Thursday, 13th April, at the age of fifty-four. Sir Philip, who was the eldest son of the late Mr. G. Broke Freeman, Barrister-at-Law, was educated at Marlborough and Trinity College, Cambridge, and was admitted a solicitor in 1904. During the war he was Hon. Secretary of the Business Committee of the Officers' Families' Fund, and from 1919 to 1922 he was an honorary member of the Headquarters Grants Committee of the Ministry of Labour. He received the honour of Knighthood in 1920, and was made K.C.V.O. at the beginning of this year.

Mr. H. W. CLARKSON.

Mr. Henry William Clarkson, solicitor, partner in the firm of Messrs. H. W. Clarkson & Son, of Lynn, Norfolk, died in a nursing home on Wednesday, 5th April, at the age of sixty-five. Admitted a solicitor in 1891, Mr. Clarkson practised in London for many years. He moved to Lynn in 1921, and in 1926 he took into partnership his younger son, Mr. S. G. Clarkson.

Mr. G. ELDER.

Mr. George Elder, solicitor, a member of the firm of Messrs. H. E. Richardson & Elder, of Newcastle-upon-Tyne, died recently, at the age of sixty. He served his articles with Mr. H. E. Richardson, and was admitted a solicitor in 1900. They entered into partnership the same year, and on Mr. Richardson's death in 1918, Mr. Elder took over the practice.

Notes of Cases.

Court of Appeal.

De Borbon *v.* **Westminster Bank, Limited : Banco de Vizcaya Claimants.**

Lord Hanworth, M.R., and Lawrence, L.J. 10th April.

Practice—Contract—Bailment—Securities deposited by Owner to Order of B—Action for Possession by Owner—Claim by B on behalf of Claimants not Parties to the Action—Limitation of Issues to Parties before the Court.

Appeal from a decision of Branson, J., in chambers.

Some time previous to 1924, King Alfonso of Spain deposited with the Westminster Bank, through their Madrid agents, securities amounting to about £11,000. On the bank in Madrid which had represented the Westminster Bank ceasing to function, the Westminster Bank were directed to hold the securities to the order of the Banco de Vizcaya "to the rubric of King Alfonso." The securities were in London. After the revolution of 1931 the King claimed delivery of the securities as part of his personal estate, but the Westminster Bank, who admitted that they held the securities simply as bailees, wrote to the Banco de Vizcaya, and the latter claimed that they were the parties entitled to possession. The Banco de Vizcaya having appeared on an interpleader issue, various interlocutory proceedings took place, and ultimately Mr. Justice Branson, on 25th November, 1932, ordered that the Banco de Vizcaya should be plaintiffs in the issue and King Alfonso defendant. His order concluded as follows : "And whereas the plaintiffs in the said issue affirm and the defendant therein denies : (*a*) That all property, rights, &c. . . . ; in . . . respect of the said securities passed to and are vested in the Republic of Spain under and by virtue of the decrees of the Spanish Government, dated, &c. . . . (*b*) That the plaintiffs in the issue are entitled as against the defendant . . . to the said securities . . . Therefore let the same be tried accordingly." King Alfonso appealed, asking that issue (*a*) should be struck out, and that the trial should be limited to issue (*b*). The court allowed the appeal.

Lord Hanworth, M.R., said that *Richards* v. *Jenkins*, 18 Q.B.D. 451, established the principle that an execution creditor could defeat the claim of a claimant in an interpleader issue by establishing that there was a better title to the goods in a third party. But it was quite another thing to say that a claimant might come into the proceedings and, having stirred up certain controversy, say that another person, not a party to the proceedings, had got a title sufficient to oust the title of the defendant. Here it was the interveners who sought to recover, not the Spanish Government. The Banco de Vizcaya were not going to say : "We have a title to these securities." They wished rather to say : "You who have a possessory title are not really entitled because someone else has made an order depriving you of your rights." They really affirmed that the title had passed away to someone not a party to the action. The appeal must therefore be allowed with costs, and issue (*a*) struck out.

Lawrence, L.J. gave judgment to the same effect.

Counsel : *Hilbury*, K.C., *H. Bensley Wells*, and *P. M. Wright*, for the King of Spain ; *Stuart Bevan*, K.C., and *H. G. Robertson*, for the Banco de Vizcaya.

Solicitors : *Johnson, Jecks & Colclough*, for the King ; *Petch & Co.*, for the Banco de Vizcaya.

[Reported by G. T. Whitfield-Hayes, Esq., Barrister-at-Law.]

Mr. Victor John Herbert Eliott, Barrister-at-Law, of Harcourt Buildings, Temple, and of Hampton Wick, Middlesex, left estate of the gross value of £25,286, with net personalty £24,991.

High Court—Chancery Division.

Performing Right Society Ltd. *v.* Hammond's Bradford Brewery Co. Ltd.

Maugham, J. 4th and 5th April.

COPYRIGHT — MUSICAL WORKS — BROADCASTING — SOUNDS MADE AUDIBLE—ENTERTAINMENT OF GENERAL PUBLIC —PERFORMANCE—INFRINGEMENT.

The plaintiffs claimed an injunction to restrain the defendants from infringing their copyright by performing certain musical works. These had been broadcast by the British Broadcasting Corporation, and had been made audible to the defendants' customers at the Grange Hotel, Huddersfield, through a radio receiving set installed there and controlled by their servants.

MAUGHAM, J., in giving judgment, said that by cl. 2 of the licence from the plaintiffs to the Corporation, the broadcasting of these works was not authorised otherwise than for private and domestic use. The Corporation had not authority to authorise people to use receiving sets for entertaining the general public. The defendants had argued that the making audible of works broadcast was not a performance, nor was it furnished by them, and, alternatively, that the plaintiffs, having licensed the broadcasting of the works, could not prevent people with receiving sets making them audible to whoever they pleased. As to the question whether there was a performance, the conversion of electric current into sound vibration was essentially a reproduction. The sounds produced were under the direct control of the hotel proprietor, and the fact that there was no power of selection was irrelevant. As to the second question under s. 2 of the Copyright Act, 1911, the plaintiffs' copyright had been infringed by the defendants, who performed their works in public without their consent, and it was no justification to say that the Corporation had broadcast these works.

COUNSEL: *Henn Collins*, K.C., and *K. Shelley*; *Sir A. Colefax* and *A. Griffiths*.

SOLICITORS: *Syrett & Sons*; *Godden, Holme & Ward*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

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Parliamentary News.

Progress of Bills.

House of Lords.

Amersham, Beaconsfield and District Water Bill.
Reported, with Amendments. [11th April.

Army and Air Force (Annual) Bill.
Royal Assent. [13th April.

Calvinistic Methodist or Presbyterian Church of Wales Bill.
Read Second Time. [11th April.

Children and Young Persons Bill.
Royal Assent. [13th April.

City of London (Various Powers) Bill.
Read Second Time. [12th April.

Colne Corporation Bill.
Reported, with Amendments. [12th April.

Doncaster Area Drainage Bill.
Royal Assent. [13th April.

Dover Harbour Bill.
Reported, with Amendments. [6th April.

Durham Corporation Bill.
Read Second Time. [12th April.

Education (Necessity of Schools) Bill.
Read Second Time. [12th April.

Foreign Judgments (Reciprocal Enforcement) Bill.
Royal Assent. [13th April.

Housing (Financial Provisions) Bill.
In Committee. [12th April.

London and North Eastern Railway Bill.
Read First Time. [11th April.

London Overground Wires, &c., Bill.
Read Third Time. [11th April.

London Passenger Transport Bill.
Royal Assent. [13th April.

Norwich Corporation Bill.
Read First Time. [13th April.

Oxford Corporation Bill.
Read Third Time. [11th April.

Protection of Birds Bill.
In Committee. [12th April.

Rugby Corporation Bill.
Reported, with Amendments. [11th April.

Russian Goods (Import Prohibition) Bill.
Royal Assent. [13th April.

South Suburban Gas Bill.
Read Third Time. [12th April.

House of Commons.

Fairs Bill.
Read First Time. [11th April.

Gas Light and Coke Company Bill.
Reported, with Amendments. [11th April.

Jesus Hospital in Chipping Barnet Charity Bill.
Read First Time. [12th April.

Ministry of Health Provisional Order (Sheffield) Bill.
Reported, with Amendments. [12th April.

Ministry of Health Provisional Orders (Bath and Bury and District Joint Water Board) Bill.
Read Second Time. [12th April.

Ministry of Health Provisional Orders (Hereford and West Kent Main Sewerage District) Bill.
Read Third Time. [13th April.

Ministry of Health Provisional Orders (Tees Valley Water Board and West Monmouthshire Omnibus Board) Bill.
Read Third Time. [13th April.
Norwich Corporation Bill.
Read Third Time. [13th April.
Rent and Mortgage Interest Restrictions (Amendment) Bill.
Reported, with Amendments. [11th April.
South Suburban Gas Bill.
Read First Time. [12th April.
Teachers (Superannuation) Bill.
Read First Time. [12th April.

Questions to Ministers.

ALIMONY AND MAINTENANCE ORDERS.

Mr. J. DUNCAN asked the Attorney-General if he can make any statement as to the new powers given to the Registry by the President of the Divorce Court under the Debtors Act (Matrimonial Causes) Jurisdiction Order, 1932; and when these new powers will be exercisable?

The SOLICITOR-GENERAL: The President of the Probate, Divorce and Admiralty Division has found in certain cases that business losses and unemployment have rendered performance of existing orders of alimony or maintenance impossible or oppressive. He has accordingly issued a direction providing for a speedy and inexpensive method of dealing with such cases. This direction was published in *The Times* of 6th April and elsewhere, and is now in operation. So far the President has personally heard the whole of the applications. [12th April.

LAW SOCIETY (DRAFT RULES).

Mr. H. WILLIAMS asked the Attorney-General if he is aware that the Law Society has prepared draft rules in anticipation of the passage into law of the Solicitors Bill; and whether he will represent to the Law Society the desirability of the draft rules being published before the Bill, as amended, is considered?

The SOLICITOR-GENERAL (Sir Boyd Merriman): As the hon. Member is aware, an undertaking has been given in Committee on the Bill that the draft rules will be published before they are passed. I am not aware whether draft rules have actually been prepared, but I will communicate the hon. Member's suggestion to the Law Society for their consideration.
[13th April.

The Law Society.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 20th and 21st March, 1933:—

Eric Ormerod Ashton, B.A. Cantab., Godfrey Charles Roderic Bailey, Herbert Leslie Ball, Robert Edward Ball, LL.B. London, Nancy Hickling Barratt, Henry Charles Barton, Lionel Benjamin, Dan Swithin Bentham, Arthur John Bird, B.A. Cantab., Leonard Herbert Bligh, William Bodle, Melrose Atherton Booth, Eric George Broad, George Ronald Marr Brydone, Leonard Edmund Callender, Brian Henry Clegg, LL.B. Leeds, Archibald George Albert Cole, Harry Cook, Geoffrey Norman Crowther, John Charles Claud Davies, Ronald Sydney Dawe, Hubert Aubrey Dodman, Frank Hamer Duncan, LL.B. Liverpool, Frederick Walter Edmonds, Robert Elmhirst, Louis Elster, LL.B. London, Keith David Erskine, Aranwen Evans, Joshua Thomas Evans, James Arthur Fairclough, Maurice Murrowood Firth, Arthur Denham Foxon, Frank Stuart Fryer, Robert James Fuller, Basil Roland Welford Gofton, B.A. Oxon, Herbert Frederick Thomas Gough, Basil Eric Greene, Alfred Norman Gwynne, Gordon Neville Haggie, Lawrence Harris, William Harry Harris, Peter William Haydon, B.A. Cantab., Millicent Joan Hayward, Ernest Higginbottom, William Frank Hollands, Kenneth John Hollowell, Elizabeth Antoinette Holt, Colin Victor Horswill, B.A. Oxon, Frank Arthur Howarth, Bernard Hamilton Howlett, Peter Hutchison, B.A. Oxon, Eric Jackson, Carol Alfred Johnson, Evan Stanley Jones, B.Sc. Wales, Maurice Sutthery Jones, Thomas David Bland Kimpton, George Ingram Barty King, Eric Farrer Kirk, Marjorie Land, Ernest Norman Larke, John Grundy Leaf, Alec Lifton, LL.B. London, Stanley Walter Light, Robert Lunn, Alexander Steel McKenzie, Robert Henry Waterland Mander, Henry Earle Manisty, B.A. Cantab., Charles William March, LL.B. Leeds, George Cameron Martin, Ralph Middleton, B.A. Oxon, David Herbert Milne, Edwin Ronald Mitchell, Gordon Hume Mitchell, Brian Lee Moore, James Moore, Thomas Dunbar Morgan, Rosamond Morley, George Robert Mott, Hugh Gordon Murton-Neale, Ralph Neild, B.A. Oxon, Cyril Geoffrey Nelson, William Leonard Nicholls, Frederick Hedley Nicholson, LL.B. Sheffield, Bertram Overend, LL.B. Leeds, Tolver Owen Berbera Paget, Arthur William Partner, Thomas Francis Henry Pethick, Lewis Alfred Pritchard, Richard Gordon Procter, Gwilym Rosier Prys, Ronald Gordon Lockhart Rivis, Edgar Carmichael Robbins, LL.B. London, William Keith Robinson, George Ronald Roddam, Herbert Grimley Rowland, John Reginald Rudd, Leonard Jabez Russell, Ronald David Saunders, Sydney Victor Shadbolt, James Arthur Wilson Smith, B.A. Cantab., Dudley Sorrell, James Nichols Stothert, Robert Henry Dugdale Sykes, Gerald Charles Tinsdill, Brian Morley Crosbie Trench, B.A. Oxon, Francis James Trentham, Harry Trott, Harold Albert Turner, Joseph Turner, LL.B. Liverpool, Cedric Knowles Wallis, John Lawson Ward, B.A. London, James Kenneth Lukyn Watts, Geoffrey Herbert Whittington, Charles Maldwyn Wilkin, Garth Wilkinson, B.A. Cantab., Harry McCheyne Wilkinson, Walter Wolfson, Howard Ernest Knoyle Worth, William Stanley Yates.

No. of Candidates, 206. Passed, 119.

The Council have awarded the following Prizes: To Joseph Turner, LL.B. Liverpool, who served his Articles of Clerkship with Mr. Arthur Smith, B.A., LL.B. London, of Wigan, the Sheffield Prize (founded by Arthur Wightman, Esq.), value about £35; to Edgar Carmichael Robbins, LL.B. London, who served his Articles of Clerkship with Mr. Edwin Henry Coe, of the firms of Messrs. Edwin Coe & Brown and Messrs. Edwin Coe & Calder Woods, both of London, the John Mackrell Prize, value about £13.

Societies.

Law Association.

The usual monthly meeting of the board of directors was held at the Law Society's Hall, on Thursday, the 6th April. Mr. C. D. Hugh-Jones in the chair, the other directors present were: Mr. E. B. V. Christian, Mr. Arthur E. Clarke, Mr. Douglas T. Garrott, Mr. H. Ross Giles, Mr. C. D. Medley, Mr. C. F. Pridham, Mr. Frank S. Pritchard, Mr. W. M. Woodhouse and the secretary Mr. E. E. Barron. A sum of £140 was voted in relief of deserving applicants, five new members were elected and other general business transacted.

The United Law Society.

The annual general meeting of the Society was held in Middle Temple Common Room on 10th April, Mr. Thomas Jameson in the chair. Reports were received by the treasurer, presenting the accounts; by the secretary, presenting the committee's report for the session; by the organiser of the Poor Man's Lawyer, and by the representative of the Society on the Legal Education Committee of The Law Society. The following persons were elected as officers and committee of the Society: Chairman, Mr. S. E. Redfern; Vice-Chairman, Mr. D. M. Oppenheim; Treasurer, Mr. F. H. Butcher; Secretary, Mr. G. E. Habershon; Assistant Secretary, Mr. R. W. Bell; Reporter, Mr. H. S. Everett; Organiser of the Poor Man's Lawyer, Mr. T. A. Harrison; Committee, the officers and Messrs. H. S. Palmer and R. E. Ball.

The Medico-Legal Society.

An ordinary meeting of the Society will be held at The Royal Society of Medicine (Barnes Hall), 1, Wimpole-street, W.1 (not on this occasion at 11, Chandos-street), on Thursday, the 27th April, at 8.30 p.m., when a paper will be read by Henry C. Dickens, Esq., Barrister-at-Law, on "Negligence in Hospitals and its Legal Consequences," which will be followed by a discussion. Members may introduce guests to the meeting upon production of the member's private card.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, 11th April (Chairman, Miss H. M. Cross), the subject for debate was: "That this House would welcome Fascist rule in England." Mr. R. A. Plathen opened in the affirmative; Mr. V. R. Aronson opened in the negative. The following members also spoke: Messrs. J. F. Chadwick, C. E. Lloyd, D. Oliver, T. M. Jessup, H. J. Baxter, W. S. Jones, Miss N. A. Hastie, Messrs. M. C. Batten, W. M. Pleadwell and P. W. Iliff. The opener having replied, the motion was lost by nine votes. There were twenty-one members and six visitors present.

Gray's Inn Debating Society.

PROGRAMME FOR EASTER TERM.

(All meetings in the Common Room, at 8.15 p.m.)

Seventh Debate, 1933 (Benchers'). Thursday, 27th April.
Motion: "That it is expedient to impose further restrictions on the right to trial by jury."
Proposer: Master R. Storry Deans (Recorder of Newcastle-on-Tyne).
Opposer: Master Harold Derbyshire, K.C., M.C. (Judge of Appeal in the Isle of Man).

Eighth Debate, 1933. Thursday, 4th May.
Motion: "That the return of this country to the gold standard is desirable."
Proposer: Mr. Maurice Megrah (Assistant Secretary of the Institute of Bankers).
Opposer: Mr. Graham Hulton (Assistant Editor of the *Economist*).

Ninth Debate, 1933 (Visitors'). Thursday, 11th May.
Motion: "That the policy embodied in the White Paper (Command Paper 4268) is contrary to the interests of both India and Great Britain."
Proposer: *Sir Michael O'Dwyer, G.C.I.E., K.C.S.I. (formerly Lieutenant-Governor of the Punjab).
Opposer: *Sir John Wardlaw-Milne, K.B.E., M.P. (Chairman of the Conservative Party India Committee and a Member of the Joint Select Committee on Indian Constitutional Reform).
Third Speaker: Lt.-Col. R. V. K. Applin, D.S.O., M.P.
Fourth Speaker: Mr. Dingle Foot, M.P.

Tenth Debate, 1933 (Ex-Presidents'). Thursday, 18th May.
(Particulars to be announced later.)
* Visitor.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve the appointment of Mr. IQBAL AHMAD as a Puisne Judge of the High Court of Judicature at Allahabad in the vacancy which will be created by the retirement on 17th July next of Mr. Justice Pullan.

The Board of Trade have appointed Mr. FRANK CHARLES WELLS to be Official Receiver in Bankruptcy at Newcastle-upon-Tyne as from the 19th April, 1933.

Mr. ERIC P. BANKS, Assistant Solicitor, Eastbourne, has been appointed Senior Assistant Solicitor at Ipswich. Mr. Banks was admitted in 1931.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20, Buckingham-street. Strand, W.C.2. Telephone No. Temple Bar 1777.

Wills and Bequests.

Mr. John Hunt Dewes, solicitor, of Tamworth, left £15,986, with net personalty £8,142.

Mr. Albert Beldon, retired solicitor, of Bradford, left £14,693, with net personalty £12,240.

Mr. George Michael Magee, solicitor, of Great Crosby, Lancs, left £53,262, with net personalty £52,890.

Mr. William Lax, retired solicitor, of Ormskirk, left £45,793, with net personalty £41,470.

Mr. Ebenezer William Miles, solicitor, of Cowbridge, left £11,540, with net personalty £8,194.

ALLIANCE ASSURANCE COMPANY, LIMITED.

The Directors of the Alliance Assurance Company, Limited, at their meeting on the 12th April, resolved to declare at the Annual General Court to be held on the 10th May, 1933, a dividend of 18s. per share (less income tax) out of the profits and accumulations of the Company at the close of the year 1932.

An interim dividend of 8s. per share (less income tax) was paid in January last, and the balance of 10s. per share (less income tax) will be payable on and after the 5th July next.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 27th April, 1933.

	Div. Months.	Middle Price 19 April 1933.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	110	3 12 9	3 7 8
Consols 2½%	JAJO	76¼	3 5 6	—
War Loan 3½% 1952 or after	JD	102¼	3 8 6	3 6 10
Funding 4% Loan 1960-90	MN	111	3 12 1	3 7 6
Victory 4% Loan (Available for Estate Duty at par) Av. life 29 years	MS	110	3 12 9	3 9 0
Conversion 5% Loan 1944-64	MN	116¾	4 5 8	3 3 6
Conversion 4½% Loan 1940-44	JJ	111¾	4 0 6	2 12 10
Conversion 3½% Loan 1961 or after	AO	101	3 9 4	3 8 11
Conversion 3% Loan 1948-53	MS	98¾	3 0 9	3 1 8
Conversion 2½% Loan 1944-49	AO	94¼	2 13 0	2 19 2
Local Loans 3% Stock 1912 or after	JAJO	89	3 7 5	—
Bank Stock	AO	332½	3 12 2	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	79	3 9 7	—
India 4½% 1950-55	MN	107½xd	4 3 9	3 17 8
India 3½% 1931 or after	JAJO	87	4 0 6	—
India 3% 1948 or after	JAJO	75	4 0 0	—
Sudan 4½% 1939-73	FA	111	4 1 1	2 10 0
Sudan 4% 1974 Red. in part after 1950	MN	108xd	3 14 1	3 8 0
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100xd	3 0 0	3 0 0
COLONIAL SECURITIES				
*Australia (Commonw'th) 5% 1945-75	JJ	108	4 12 7	4 2 9
*Canada 3½% 1930-50	JJ	100	3 10 0	3 10 0
*Cape of Good Hope 3½% 1929-49	JJ	101	3 9 4	—
Natal 3% 1929-49	JJ	96	3 2 6	3 6 5
New South Wales 3½% 1930-50	JJ	96	3 12 11	3 16 5
*New South Wales 5% 1945-65	JD	108	4 12 7	4 3 9
*New Zealand 4½% 1948-58	MS	108	4 3 4	3 15 10
*New Zealand 5% 1946	JJ	110	4 10 11	4 0 0
*Queensland 4% 1940-50	AO	100	4 0 0	4 0 0
*South Africa 5% 1945-75	JJ	112	4 9 3	3 14 9
*South Australia 5% 1945-75	JJ	108	4 12 7	4 2 9
*Tasmania 3½% 1920-40	JJ	100	3 10 0	3 10 0
Victoria 3½% 1929-49	AO	96	3 12 11	3 16 10
*W. Australia 4% 1942-62	JJ	101	3 19 2	3 17 2
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	87	3 9 0	—
Birmingham 4½% 1948-68	AO	114	3 18 11	3 6 0
*Cardiff 5% 1945-65	MS	110	4 10 11	3 18 9
Croydon 3% 1940-60	AO	93	3 4 6	3 8 0
*Hastings 5% 1947-67	AO	114	4 7 9	3 14 0
Hull 3½% 1925-55	FA	99	3 10 8	3 11 4
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	100	3 10 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	74	3 7 7	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	88	3 8 2	—
Manchester 3% 1941 or after	FA	87	3 9 0	—
Metropolitan Consd. 2½% 1920-49	MJSD	94	2 13 2	2 19 7
Metropolitan Water Board 3% "A" 1963-2003	AO	90	3 6 8	3 7 6
Do. do. 3% "B" 1934-2003	MS	91	3 5 11	3 6 8
Do. do. 3% "E" 1953-73	JJ	94	3 3 10	3 5 5
*Middlesex C.C. 3½% 1927-47	FA	101	3 9 4	—
Do. do. 4½% 1950-70	MN	113xd	3 19 8	3 10 3
Nottingham 3% Irredeemable	MN	86xd	3 9 9	—
*Stockton 5% 1946-66	JJ	113	4 8 6	3 14 4
ENGLISH RAILWAY PRIOR CHARGES				
Gt. Western Rly. 4% Debenture	JJ	102½	3 18 1	—
Gt. Western Rly. 5% Rent Charge	FA	115½	4 6 7	—
Gt. Western Rly. 5% Preference	MA	75½	6 12 6	—
‡L. & N.E. Rly. 4% Debenture	JJ	83½	4 15 10	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	68½	5 16 9	—
London Electric 4% Debenture	JJ	103½	3 17 4	—
‡L. Mid. & Scot. Rly. 4% Debenture	JJ	93½	4 5 7	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	78½	5 1 11	—
Southern Rly. 4% Debenture	JJ	102½	3 18 1	—
Southern Rly. 5% Guaranteed	MA	108½	4 12 2	—
Southern Rly. 5% Preference	MA	84½	5 18 4	—

*Not available to Trustees over par.
†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.
‡These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

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